

AMERICAN ARBITRATION ASSOCIATION

**FRATERNAL ORDER OF POLICE,
LODGE 5**

—and—

CITY OF PHILADELPHIA

:
:
: **Case No. 14 390 01223 13**
:
: **Grievant: Davis, Randy**
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and Fraternal Order of Police, Lodge 5 (the "Union") are parties to a collective bargaining agreement; and,

WHEREAS, Randy Davis ("Davis") was employed by the City and is a member of the bargaining unit represented by the Union; and,

WHEREAS, on or about June 2013, Davis was suspended for a period of ten (10) days as a result of his involvement in an incident on December 24, 2011; and,

WHEREAS, the Union initiated a grievance on Davis's behalf challenging the discipline and contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the Union; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. Davis agrees to serve a five (5) day suspension for violating Police Disciplinary Code Section 5-012-10 – Neglect of Duty. The charge of Section 1-010-10 – Conduct Unbecoming shall be reduced to Section 1-001-10 – Unspecified, and the five (5) day suspension for this charge shall be reduced to a written reprimand.
2. The City will make Davis whole for the remaining five (5) days of his suspension.
3. In consideration of the foregoing, the Union and Davis agree to withdraw the grievance and demand for arbitration in this matter.
4. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement, an admission by the Union that its

grievance lacked merit or that discipline was justly imposed, or an admission by Davis that he engaged in any misconduct on December 24, 2011.

5. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

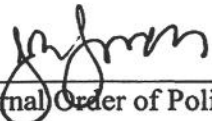
6. In further consideration of the foregoing, Union and Davis, for themselves, their agents, assigns, heirs, legatees, administrators, personal representatives and executors (collectively, the "Releasing Parties") agree to and hereby do forever release, discharge and hold harmless the City, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors, or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns (collectively, the "Released Parties"), from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the facts and circumstances giving rise to the Grievance described above. The Releasing Parties further agree that if any action is brought on their behalf with regard to the claims and causes of actions released in this Paragraph, the Releasing Parties will not accept any payment, benefit or other remuneration relation to any such claims or causes of action.

7. By entering into this Agreement and in exchange for the promises made herein, Davis, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the Union, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the Union's representation of Davis in connection with the Grievance described above.

8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

9. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

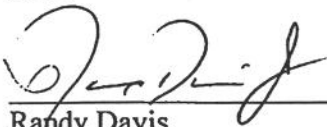
WHEREFORE, the Union, the City, and Davis, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of _____, 20____, as evidenced by their signatures or the signatures of their representatives below.



Fraternal Order of Police,
Lodge 5
Date:



Philadelphia Police Department
Date:



Randy Davis
Date: